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CONTRACTORS IN THE JOINT THEATER:
The Need for a Joint Doctrine


By

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A paper submitted to the Faculty of the Naval War College in partial satisfaction of the requirements of the Department of Joint Military Operations.

The contents of this paper reflect my own personal views and are not necessarily endorsed by the Naval War College or the Department of the Navy.

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Recent joint operations have demonstrated a greatly increased use of Contractors In the Joint Theater (CIJT). Over 9,100 civilian contractors were deployed in support of Operation Desert Storm¹ and over 6,000 contractor personnel have supported U.S. troops in Bosnia.² For the most part, **Service Component** commanders have controlled these contractors. Yet, these contractors have become an increasingly important component of the **joint** force. Combatant Commanders (CINCs) and Joint Force Commanders (JFCs) have very limited control over these contractors. As one recent study surmises, "Joint doctrine for contracting has not been fully developed and ... is being conducted in an ad hoc fashion."³ Operational principles dictate that CINCs, JFCs, and their staffs take a greater role in the employment of CIJT forces. That role should be defined in our joint warfighting doctrine. **We must develop a joint doctrine that adequately addresses the complexities of Contractors in the Joint Theater.**

The Joint Operational Theater

CINCs and JFCs face a rapidly changing operational environment. Our national strategy has shifted from a forward deployed, threat-based strategy to one that emphasizes force projection throughout the world. CINCs and JFCs must prepare for operations along the full spectrum of conflict from Humanitarian Assistance to Major Theater War. This wide range of operations dictates that future theaters are likely to be vaguely defined and non-linear. In addition to the variety of potential conflicts, CINCs and JFCs must operate in a wide range of operational environments. Our worldwide commitments will

¹ GAO, DoD Force Mix Issues, Report to Congress (Washington: 1994), 5.

² Nicholas J. Kolar, "LOGCAP-Providing Vital Services to Soldiers." Engineer Professional Bulletin, March 1997, 6.

³ David L. Young, "Operational Planning for Contractors on the Battlefield," (Unpublished Research Paper, U.S. Naval War College, Newport, RI: 1998), 10.

include joint force deployments to both highly developed regions (Western Europe) and immature theaters (Sub-Saharan Africa).

The Need for Contractor Support

The cumulative effect of technological advances and political changes is an increased use of CIJT. Our nation's political leaders have directed the Department of Defense (DoD) to outsource many of its missions and capabilities to civilian contractors. In response, DoD's Total Force Policy has increased reliance on contractor personnel.⁴ In the past, commanders used contracted supplies and services only when they could not meet requirements with existing military resources. Today, contracting is no longer the last resort. Instead, contracted outsourcing is emphasized as the most preferable, cost-effective method of providing logistics support.

DoD has resorted to contractor fleet management for many of its major weapons systems. Under fleet management, a contractor provides "all technical resources for the weapon system from training to field maintenance."⁵ A current fleet management proposal includes placing up to 40 contractor mechanics in every U.S. Army armor battalion. Closely related to outsourcing, our Armed Forces have undergone significant reductions in force structure. CINCs are faced with smaller force structures to accomplish a wider variety of missions.

There are also operational reasons for using CIJT. Congress or Host Nation governments may place force size constraints on CINCs and JFCs. Since contractors are generally not counted as part of the force, the CINC can use CIJT as a 'work around' to force limitations. Since contractors are less likely to be the targets of terrorist attack,

⁴ Joint Pub 4-0, Doctrine for Logistic Support of Joint Operations (Washington: 27 Jan 1995), viii.

CIJT reduces U.S. force vulnerabilities. Finally, CIJT are not seen as an "occupying force." This consideration is particularly important for Saudi Arabia and Persian Gulf allies who have been criticized for bringing American soldiers onto Moslem soil.

Another problem facing CINCs is the increasing complexity of weapons systems. Many of these weapons systems require highly specialized maintenance personnel. The Armed Forces have difficulty training--and then retaining--soldiers, sailors, airmen, and marines to maintain such complex systems. The impact of increasingly high-tech weapons systems was demonstrated during the recent deployment of the Army's Experimental Force to the National Training Center (NTC). Over 1,200 contractor employees deployed to the NTC to support the unit's complex systems.⁶

Types of Contractor Support

The CINC and his staff must also understand the various types of contractors that will operate as part of the joint force. Contingency contractors provide life support and base operations. These contractors are usually large, multi-national corporations designed to support contingency operations. The best known example is the Army LOGCAP (Logistics Civilian Augmentation Program) contract that provides a myriad of force support tasks in any theater of the world. Additionally, the contract pays the contractor to develop contingency plans in cooperation with joint and coalition staffs.⁷ The Marine Corps used the LOGCAP contractor in support of Operation Restore Hope. The

⁵ Jessica Drake, "Fleet Management: The Mother of All Contracts." National Defense, Jan 1999, 22.

⁶ Mark Hanna, "Task Force XXI: The Army's Digital Experiment." Strategic Forum, July 1997, 4.

⁷ Kolar, 3.

contractor remained in Somalia to provide services to U.N. forces even after the withdrawal of U.S. forces.⁸

A second group is weapons systems technicians from major U.S. defense contractors. They provide highly specialized expertise required for maintaining complex weapons systems. Finally, joint forces will use other contractors to fulfill requirements that are cost-prohibitive to transport into theater. During Operations Desert Shield and Storm, Allied forces used thousands of local trucks to augment the Services' ground transportation assets.

Services' Contractor Doctrine

In the absence of a joint doctrine concerning CIJT, every Service is developing its own unique doctrine concerning CIJT. The Army has taken the initiative by producing several doctrinal publications addressing "contractors on the battlefield." The Army faces the largest potential contractor problem since its contractors will be greatly dispersed. In December 1997, the Army developed a seminal policy memorandum entitled *Contractors on the Battlefield*. Following that memorandum, the Army Training and Doctrine Command published a White Paper that provided a framework for Contractors on the Battlefield Doctrine. In February 1998, the Army released a Contractor Deployment Guide that provides guidance to both contractors and logistics planners. A capstone doctrinal manual, Contractors on the Battlefield, will be published this summer.

Other Services have been less active in publishing doctrine for the employment of contractors. This can be partially explained by individual Service concepts of the battlespace in future joint operations. The Air Force envisions using a limited number of

⁸ Gerald J. Ormerod, "Outsourced Logistics: Maximizing External Support." Marine Corps Gazette,

contractors primarily on large, secure facilities. Non-linearity of future theaters will not greatly affect their use of CIJT. The Navy and Marine Corps have adopted a new logistics support doctrine that is specifically aimed at minimizing the footprint of logistics forces on shore. *Over the Shore Logistics* emphasizes that most logistical support will be provided by floating logistics platforms that are relatively safe “over the horizon.”⁹ Yet, these platforms will be re-supplied by a growing number of contractor helicopters.¹⁰ Though these contractors are “over the horizon”, they are still subject to some of the same concerns as contractors “on the battlefield.”

The Services have also conducted extensive preparations for the use of contractors. Both the Air Force and Navy have contingency contracts similar to the Army’s LOGCAP. The Air Force Contract Augmentation Program (AFCAP) is a worldwide contract that provides for base operations support and construction facilities to augment or replace military support force. The Naval Facilities Engineering Command (NAVFAC) contract is similar to LOGCAP and AFCAP, though its focus is narrowed to construction and construction-related services.¹¹

Current Joint Doctrine

CINCs and JFCs look to **joint** doctrine for guidance concerning employment of forces—including CIJT forces. Joint Vision 2010 explains that, “joint doctrine ... fundamentally shapes the way we think about and train for joint military operations.”¹² Unfortunately, there is very little joint doctrine available that addresses the problem of

December 1997, 49.

⁹ J.E. Rhodes and G.S. Holder, “A Concept for Seabased Logistics.” Marine Corps Gazette, Nov 1998, A-3.

¹⁰ Gary Crouse, “Privatizing Vertical Replenishment.” Sea Power, June 1996, 45.

¹¹ Department of Army, Contracting Support on the Battlefield (Washington 1999), B-1 and C-1.

¹² Joint Chiefs of Staff, Joint Vision 2010 (Washington: n.d.), 33.

CIJT. Uniform Joint Task List OP 4.6.6, Contracting Support, requires “inclusion of support contractors in theater” and “providing required DoD support . . . to individual contractor personnel.”¹³ Yet surprisingly little doctrine has been developed that addresses this task.

Use of contractors in theater is mentioned in four Joint Publications. But in each publication, the discussion of contractors is limited to one paragraph or less. Joint Pub 3-0 emphasizes the importance of contracted services as a force multiplier and directs the joint staff to validate contracting requirements. Joint Pub 4-0 highlights the directive authority for logistics by CINCs includes contracting support. Joint Pub 4-05, Joint Doctrine for Mobilization Planning, briefly directs joint staffs to develop a carefully tailored total force that includes contractors. It also recognizes that contractor employees may require support **from** the CINC. Joint Pub 5-00.2, Joint Task Force Planning Guidance and Procedures mentions that the CINC’s logistics staff should “arrange for single-Service contracting assignments for specified supplies and services, when appropriate.”¹⁴

This reliance on single Service contracting undercuts the joint commander’s unity of effort. Our nation’s armed Services are firmly committed to fighting as a joint force. Yet segregation, rather than synergism, is the rule when dealing with budgetary and logistical issues. This segregation is most evident in our contracting activities. There are two primary culprits for this violation of unity of effort. First, contracting authority and weapons systems budgets come through the Service Departments - not through any joint

¹³ Joint Chiefs of Staff, CJCSM 3500.04A, (Washington: 1996), 2-119.

¹⁴ Joint Chiefs of Staff, Joint Task Force Planning Guidance and Procedures (Joint Pub 5-00.2) (Washington, D.C. 1191), EA4.

commander. Equally important, the Services continue to operate under a "business as usual" attitude because joint doctrine has not yet provided authoritative guidance concerning CIJT.

The joint doctrinal guidance currently available is grossly inadequate to address the complex issues concerning CIJT. With the significant increase in the use of contractors, it is necessary to provide CINCs, JFCs, and their staffs with a joint doctrine that provides definitive guidance on the employment of contractors. At a minimum, this doctrine must address the following key issues:

- Decision Criteria for Employment of CIJT
- Preparation, Deployment, and Training of Contractor Personnel
- Command and Control of CIJT
- Support Provided to Contractor Personnel
- Legal Issues and Their Effect on Contractor Support

Decision Criteria for Employment of Contractors In the Joint Theater

In today's operational environment, there is no longer a question of whether to use contractors. The only question to be answered is when, where, and how to employ contractors. The decision criteria for employment of CIJT derive from the operational factors of **space, forces and time**. The CINC and JFC must determine the effects that these factors will cause in relation to contractor support.

Space is the most critical factor in planning the deployment of CIJT. Mature theaters will provide for much greater flexibility in the use of contractors. In such areas, contractors will be able to provide for much of their own support. The local economy will be able to support the contractor's needs in terms of transportation, natural resources, manufactured goods, and trained labor. Conversely, immature theaters will require the joint force to provide almost all support to CIJT. Geography, climate and environment

will also influence the amount of support required by CIJT. Contractors deployed to particularly harsh theaters will require additional resources as well as specialized training for adapting to the local environment.

The CINC and JFC must determine the best mix of **forces**--uniformed personnel, DOD civilians, and contractor personnel--for each contingency. This assessment must include an analysis of the relation between **forces** and **space**. Immature theaters require a much higher proportion of support personnel, including personnel to support contractors. This increased "tail" can limit the CINC's operational flexibility. The tenet of Total Force Protection will force CINCs and JFCs to dedicate armed forces to provide security for contractor personnel.¹⁵ Additionally, the CINC and JFC must develop a process for determining the readiness status of CIJT--just as they measure the readiness of their other forces.

The operational factor **time** also determines where and when CIJT can be employed. Of greatest concern is the initial response time for contractor personnel to deploy to the joint theater and begin providing support. Preparation, planning, and training greatly influence this response time. If contractors and joint staffs do not plan prior to the order to execute, the joint force may face severe support shortages in the initial stages of deployment.

Risk Assessment and Risk Management of CIJT are other important decision criteria. Despite the advantages of CIJT, the use of contractors is not without its risks. "The increased use of private contractor support for advanced technologies will

¹⁵ Patrick J. Dulin, "Logistics Vulnerabilities in the Future." Army Logistician, Jan-Feb 98, 3.

complicate protection and sustainability challenges.”¹⁶ Though many contractors deployed to Operation Desert Storm and many more are currently deployed to hostile regions, some contractors will not deploy their personnel to these high-risk areas. Those that do deploy to these regions demand monetary compensation for accepting that increased risk and liability. CINCs and JFCs must therefore develop a risk assessment to determine if contractors can be deployed in areas of full-scale conflict. Then, risk management must be employed to reduce and control CIJT risk factors. Force planners and resource managers must then determine which types of contractors provide a cost-effective means of support.

Of equal concern is the contractor’s ability to perform assigned missions. Joint planners must plan for the contingency that contractors do not meet their contractual requirements. If a contractor fails to perform, the U.S. Government has little recourse except to sue the contractor for breach of contract. One Army commander adequately described the ineffectiveness of this recourse by stating “I am not interested in suing a contractor. If I have a dead soldier, that is little consolation.”¹⁷ Therefore, the Armed Services will have to maintain adequate in-house ability to meet those functions provided by contractors.

***Recommendation:** Joint doctrine should address the effects of operational factors on the employment of CIJT. Contractor support planning should include a detailed analysis of space, forces, and time. Additionally, joint doctrine should provide joint commanders and staffs with sample risk assessment and management guidance.*

¹⁶ U.S. Joint Chiefs of Staff, Concept for Future Joint Operations: Expanding JV2010 (Washington: May 1997), 16.

¹⁷ Roy Beauchamp, quoted in Drake, 23.

Preparation, Deployment, and Training of Contractor Personnel

Preparation, Deployment, and Training of Contractor Personnel applies primarily to contingency and weapons system contractors. These contractors must be able to rapidly deploy anywhere in the world. Once deployed, they must be capable of operating in austere environments. This requirement necessitates planning and preparation by both the contractor and the supported command. Most weapons systems contractors and LOGCAP contractors are currently meeting these requirements as part of good business practices. However, joint doctrine should insure that all contractors meet a minimum standard of readiness. The Army's Contractor Deployment Guide provides an excellent start for Joint contractor deployment standards.¹⁸ This pamphlet prescribes or recommends the following contractor preparations:

- ◆ Physical exam including immunizations, DNA sample, and HIV test
- ◆ Dental screen and panograph
- ◆ Issuance of Identification Card and Geneva Conventions Card
- ◆ Record of Emergency Data
- ◆ Will, Power of Attorney, and Family Care Plan

Security clearances should also be addressed in joint doctrine. Many contractors require or will have access to classified information. Investigations and clearances should be completed prior to deployment notification. Additionally, contractor employees should be screened to determine if any employee poses an espionage or subversion threat to U.S. forces.

Joint doctrine must also address how contractors will deploy to the joint theater. Most contracts require that contractors provide their own transportation into theater. However, that may not be possible in austere environments--particularly when the

military controls the only Aerial Ports of Debarkation (APODs) and Sea Ports of Debarkation (SPODs). For operations in those immature theaters, contractors must be integrated into the planned deployment list. Joint doctrine must assign this responsibility to either the supported Service or the joint staff.

Contractor personnel will also require specific training to adequately operate in the joint environment. Of particular concern is training in biological and chemical defense. Additionally, contractor employees must be briefed on Status of Forces Agreements and local laws. Most CINCs will also want to brief contractor employees on command policies and procedures. CIJT must understand the joint command's Rules of Engagement. Additionally, the command should orient contractor employees on local customs, laws, and Status of Forces Agreements. Finally, contractors may require weapons training. Current Army policy allows commanders to provide contractors with weapons for self-defense.¹⁹ The joint staff must plan for arming and training contractor employees with U.S. military weapons.

***Recommendation:** Joint doctrine for CIJT should incorporate measures for executing the preparation, deployment, and training requirements listed above.*

Command and Control of Contractors in the Joint Theater

Command and Control of contractors in a large joint theater will present several complex problems to the CINC and JFC. The commanders' flexibility will be reduced since contractors and their employees are not in the joint chain of command. Instead, contractors have direct supervisory control over their employees. The tasks and missions performed by the contractor must be specified in contractual requirements. In order to

¹⁸ Department of Army, Contractor Deployment Guide (Washington: 1998), 3.1-8.1.

change any of these tasks, the contracting officer must modify the contract. Very few--if any--of these contracting officers will deploy. The forward-deployed Contracting Officer Representatives have very little discretion in changing a contractor's performance.

The CINC or JFC will probably employ a large number of contractors: weapons systems contractors, contingency contractors, and local contractors. The CINC or JFC and their staffs will directly influence **only** those contracts awarded in theater.

Contingency contractors and weapons systems contractors will be controlled by contracts (and contracting officers) from a wide variety of organizations. Some of these organizations deploy assistance teams to joint staffs. Despite this assistance, controlling the vast array of contractors can quickly become an enormous task. For example, a small Army element in Kuwait contains contractors controlled by contracting officers in seven different stateside locations. A major joint operation would employ contractors operating under dozens--perhaps hundreds--of separate contracts, contract terms, and contracting officers.

The CINC or JFC should prioritize the effort and support of all assets within the joint theater. Centralized control of contracting assets is the surest means of accomplishing prioritization of contractor resources. In Saudi Arabia, five completely distinct and separate contracting offices operate on the same base. Though the five staffs generally cooperate, the joint staff provides no guidance to control contracting activities. Instead, each office is controlled by its stateside or European-based headquarters. In this peaceful, mature theater, no great conflicts have arisen. However, immature theaters will cause strong competition between separate contracting activities for scarce resources.

¹⁹ Department of Army, Contractors on the Battlefield (Washington: 12 December 1997), 7.

Centralized control of contracting offices in theater is necessary to prevent bidding wars between the contracting offices and to prioritize resources in accordance with the CINC's or JFC's operational plan.

***Recommendation:** Joint doctrine must assign responsibility for command and control of contractors. The CINC and JFC will be best served by having that control at the joint staff level instead of relying on the Service component staffs. A joint contract office is required to provide centralized management of contract functions. It should provide CIJT policy to include prioritization of resources, Rules of Engagement, and contractor travel restrictions. Additionally, the joint contract office must establish responsibility for administrative control and accountability of contractor personnel. Finally, the joint office must serve as liaison to stateside Contracting Officers and as the controlling headquarters for Contracting Officer Representatives in theater.*

An additional concern for joint planners is the lack of uniformity in contract terms. For example, an Army contract may state that the U.S. government will provide transportation and communications assets to contractor employees. An Air Force contract may stipulate no government-furnished equipment. Without definitive joint doctrine and guidance, every contractor could arrive in theater under widely varying contract terms and conditions.

***Recommendation:** Comprehensive joint doctrine should specify what equipment will be provided and who is to provide that equipment - the Joint command, the supported Service, or the contractor. To accomplish this, standardized contract terms should be adopted for all contracts requiring the deployment of CIJT.*

Another major barrier to effective command and control of CIJT is information technology. Each Service and DoD agency has its own information system and acquisition software. Sharing information on critical resources and contract opportunities must still be accomplished by personal contact.

***Recommendation:** Joint doctrine should prescribe a standardized operating system and software for all contracting offices in theater. Additionally, contracting officers from all Services must be trained on these systems and applications.*

Support Provided to Contractor Personnel

The JFC is responsible for providing support to contractors and their personnel.²⁰ Some support--such as protection--is afforded to all U.S. contractors. Other support is delineated by contract terms. It is essential that the joint commander and staff adequately plan for this support. When contractor employees are integrated into military units, the U.S. government generally provides food, housing, and transportation on a cost reimbursable status. Additionally, the U.S. government may provide communications equipment, weapons, uniforms, and chemical defense equipment. A large number of contractor personnel may strain the logistics capacity of the joint force. Of particular concern is the requirement to provide immediate, limited medical support to contractor employees.

***Recommendation:** Joint doctrine must include the identification of specific support requirements. Then, joint staff planners must determine how to best fulfill those requirements.*

²⁰ Joint Chiefs of Staff, Doctrine for Joint Operations (Joint Pub 3-0) (Washington 1995), vi.

Legal Issues and Their Effect on Contractor Support

Contractor employees are not subject to the Uniformed Code of Military Justice (UCMJ). Additionally, they may not be compelled to follow command directives that are outside the terms of their contracts. During a recent deployment, two contractor employees refused to live in tents, opting instead for a nearby hotel. The commanding general adamantly protested that this action increased his security risk to terrorists, significantly reduced responsiveness from the contractor, and damaged the morale of soldiers and other contractors living in tents. Eventually, a stateside contracting officer convinced the contractor to instruct his employees to live with the supported units.

***Recommendation:** Joint doctrine must address methods of quickly resolving such legal issues through the joint contracting office. Additionally, contract terms should specify that contractor personnel will be required to live with supported forces.*

U.S. contractors may also have difficulties complying with the laws of foreign countries. Many countries wish to see U.S. contract dollars awarded to local firms. Saudi Arabia prohibits the use of foreign contractors except through licensed Saudi agents. Even Germany has tightly restricted the use of U.S. contractors. Foreign governments may also tax contractor revenues. Since most contingency contracts are cost-reimbursable, these taxes may be passed on to the U.S. Government. A recent reluctance to intervene on behalf of the LOGCAP contractor cost the U.S. Government an additional \$18 million in taxes paid to the Hungarian government.²¹

***Recommendation:** Joint doctrine must encourage CINCs and JFCs to assist contractors in their dealings with local government officials. The joint contracting office*

should coordinate this effort to increase contractor efficiency and decrease the bottom line cost to the joint force.

SUMMARY

We must develop a joint doctrine that adequately addresses the complexities of Contractors In the Joint Theater. Joint operations will employ an increasing number of CIJT in the future. CINCs and JFCs do not have adequate doctrinal guidance for successfully employing this element of the joint force. This joint doctrine must establish a permanent contingency contracting office on CINC staffs. Additionally, joint doctrine must standardize techniques, procedures, and contract terms for all Services and contractors. Until this joint doctrine is published, CINCs and JFCs will be ill-prepared to employ and control this critical force multiplier.

²¹ GAO, Contingency Operations: Opportunities to Improve the Logistics Civil Augmentation Program. Report to Congressional Requestors. (Washington: February 1997), 14.

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